95-634 (1)

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Supreme Court, U.S.
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IN THE
SUPREME COURT OF THE UNITED STATES
OCTOBER TERM, 1995

MARY ANN LOVELL,
PETITIONER,

v.

DAVID NEWELL AND NEWELL AND NEWELL, ET AL
CONSOLIDATED with

PLANTERS BANK AND TRUST COMPANY,
RESPONDENT.

PETITION FOR A WRIT OF CERTIORARI TO
THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

PETITION FOR A WRIT OF CERTIORARI

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October Term, 1995

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QUESTIONS PRESENTED

The question is that no attorney, federal agent, can tell a Louisiana attorney at law what to do. What is wrong with Louisiana? Do you understand?

1. What degree of care required by law did the deposit company exercise to return the property left by Mrs. Meaker Glover White according to the contract.

2. This is a question of loyalty to Mary Lovell. What ethical role did the advocates play in the Succession of Mrs. Meaker Glover White in the Second Judicial District In and For Claiborne Parish, Louisiana? Did the advocate's misconduct result into a violation of the tribunal's rights as to law for failure to represent?

PARTIES TO THE PROCEEDING

All parties to the proceeding in the court of appeals are identified in the caption. Pursuant to Supreme Court Rule 29.1, petitioner states there are no parent or subsidiary companies of Mary Lovell Company to be listed.

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VII. REASONS FOR GRANTING THE PETITION

A. Original jurisdiction of this case is vested in the U.S. Supreme Court under Article III of the Constitution. The original jurisdiction in civil cases is often divided on the basis of the monetary value of the action.

1. This case raises a fundamental right that may be expressly provided in the Constitution, or it may have evolved to a preferred status. Fundamental rights include the right to interstate travel, participation in the political process, opportunity to adjudicate legal issues, privacy, personal autonomy, and abortion.

2. The concept of location of jurisdiction is technically a question of venue, however, and not one of jurisdiction. If the power of a court is questioned on the basis of location, it is usually because the court lacks the proper venue. If an issue is properly before a court, a judgment may be rendered. A judgment is the final ruling of a court on a matter properly before it. The judgment refers to the decision or decree.

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PETITION FOR A WRIT OF CERTIORARI TO
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Petitioner Mary Ann Lovell, ("MEAKER GLOVER WHITE ESTATE"), petitions for a writ of certiorari to review the judgment of the United States Court of Appeals for the Fifth Circuit in this case.

ORDER NOS. 94-30742 & 94-30744:

IT IS ORDERED that pro se appellant's motion to reinstate appeal is denied, for lack of subject-matter jurisdiction.

IT IS FURTHER ORDERED that pro se appellant's motions to supplement record on appeal is denied as moot.

EMILIO M. GARZA
UNITED STATES CIRCUIT JUDGE

JURISDICTION

Jurisdiction is the power to hear and determine a case. A court must have both SUBJECT MATTER JURISDICTION AND PERSONAL JURISDICTION. Subject matter jurisdiction refers to the competency of the court to hear and determine a particular category of cases. Federal district courts have "limited" jurisdiction in that they have only such jurisdiction as is explicitly conferred by federal statutes. 28 U. S. C. §1330 et seq.

A request to an appellate or superior court to review a final judgment made in an inferior or lower court, appellate jurisdiction is the power placed in appeals courts to conduct such a review. Appellate jurisdiction is distinguished from original jurisdiction. In the former, some other court or agency must render a judgment in a case before an appeal can be sought.

Appeals courts are generally structured on two levels. One is an intermediate court which handles cases initially, and the other is a superior or supreme court. Appellate jurisdiction is conveyed through constitutional or statutory mandate. Federal appellate jurisdiction is granted by Article III of the Constitution which says that the Supreme Court possesses such jurisdiction "both as to law and fact, with such exceptions and under such regulations as the Congress shall make." Appeals may be undertaken as matter of right were the appellate court, typically an intermediate appeals court, must review a case. Other appeals occur at the discretion of the appeals court. The writ of certiorari is a discretionary route of access to the appellate jurisdiction of the United States Supreme Court. Review as a matter of right is subject to some discretion by the Supreme Court, as in the writ of appeal. The party seeking the appeal has a right to review, and has a substantial federal question.

Jurisdiction vests in the United States Supreme Court. The court of appeals had jurisdiction under 28 USC § 1291 and 15 USC § 1121.

STATUTES INVOLVED

Original jurisdiction is vested with trial courts rather than appellate courts, although Article III of the Constitution extends limited original jurisdiction to the United States Supreme Court.

Article III specifies as lying within the judicial power of the United States. Federal judicial power may extend to classes of

cases defined in terms of substance and party as well as to cases in law and equity stemming directly from the federal Constitution.

Fourteenth Amendment Due Process Clause ultimately allowed the Court to apply most Bill of Rights guarantees to the states in a process known as incorporation. The clause also enabled the Court to engage in a substantiative review of state policies, particularly those regulating private property rights. Section I concludes by saying that no state shall deny to any person within its jurisdiction the equal protection of laws. The function of this provision was to prohibit unjustified classifications which might discriminate reasonably. Section 5 empowers Congress "to enforce by appropriate legislation, the provisions of this article." Early attempts to do so were unsuccessful because the Court held that congressional power might only be used in a remedial fashion in cases where the state was itself an active participant in impermissible discrimination. The state action requirement survives, although the scope of federal legislative power conferred by the Fourteenth amendment has been expanded considerable. The Fourteenth Amendment has become the cornerstone of civil rights policy and the principal means by which Bill of Rights guarantees have been extended to the states.

This case involves the Constitution of the United States in its broad basic foundation for the laws of the country. It sets forth the fundamental rights of citizens. It also defines the limits within which the federal and the state government may pass laws. In addition, it describes the function of the various branches and divisions of our national government. This case further involves 28 U. S. C. §1291, and Rule 13 of the Supreme Court of the United States, Adopted December 5, 1989, effective January 1, 1990.

Mrs. Meaker Glover White had an expressed, and written contract at Planters Bank and Trust Company for a Safe Deposit Vault No. 163, and there may have been others, but due to the destruction of records it leaves doubt as to the existence of another safe deposit vault.

The Planters Bank and Company as a safe-deposit company holds out to the public the implied agreement that property placed in its custody will be protected, so far as reasonable human foresight will permit, from the ordinary dangers to which valuables, whether in the shape of money, bonds, jewelry, or other forms, are exposed. Although it has been held that the lesson of a safe-deposit box cannot limit its liability for loss of the contents thereof through its

own negligence, the view has been taken that such a lesson may limit its liability to some extent by agreement or stipulation. In Sagendorph v. First Nat. Bank, 218 App Div 285, 218 NYS 191, holding that a provision in a receipt for the rental of a safe-deposit box that the bank "will give the property left for safekeeping the same care as it does its own property, but beyond that does not assume responsibility," is a stipulation limiting the liability of the bank as therein expressed; that such a provision did not require the bank to insure the property deposited in the safe-deposit box, although the bank insured its own property, since there must be a special contract in order to require a bailee to insure property left in his care; and that under such agreement the bank was under no duty to make a reasonable effort to apprehend and prosecute burglars, since that is the duty of the people, and moreover, it would not lessen the depositor's loss to have the burglars apprehended and punished.

Planters Bank and Trust Company was negligent in allowing illegal entry into safe deposit of vault of Mrs. Meaker Glover White. Planters Bank and Trust Company violated Mary Ann Lovell's constitutional rights by allowing illegal entry and removal of property at the Safe Deposit Company. With respect to property left in a safe-deposit box by the lessee, the safe-deposit company, at all times when the depositor is not at the box, is bound to exercise the degree of care which the law requires of an ordinary bailee for hire Cussen v. Southern California Sav. Bank, 133 CAL 534, 65 P 1099; Roberts v. Stuyvesant Safe Deposit Co. 123 NY 57, 25 NE 294; Morgan v. Citizens Bank, 190 NC 209, 129 SE 585, 42 ALR 1299; Trainer v. Saunders, 270 Pa 451, 113 A 681, 19 ALR 861 ("due care"); McDonald v. Wm. D. Perkins & Co 133 Wash 622, 234, P456, 40 ALR 859, in keeping of valuable property; this degree of care is also required in the selection of its employees and in the supervision of their conduct after employment. The employees of Planters Bank and Trust Company is detailed in the many pleadings of documentation file in United States Court of Appeals, Fifth Circuit, Nos. 94-30742 & 94-30744. A bank is under a duty to exercise reasonable care and diligence in safeguarding the contents of safe-deposit boxes from theft or loss Sagendorph v. First Nat. Bank, 218 App Div 285, 218 NYS 191. A safe-deposit company is held to the exercise of reasonable or ordinary care and diligence, in view of the probable nature of the property deposited, the purposes of the lease, and all the surrounding circumstances, in safeguarding the

contents of such a box and in the prevention of theft or other loss thereof Cussen v. Southern California Sav. Bank, 133 Cal 534, 65 P. 1099. Although the lessee may keep the key of the box or safe himself, yet the company, without any special contract to that effect, will be held to at least ordinary are in keeping the deposit Schaefer v. Washington Safety Deposit Co. 281 Ill 43, 117 NE 781; National Safe Deposit Co. v. Stead, 250 Ill 584, 95 NE 973, affd 232 US 58, 58, L ed 504, 34S Ct 209. The duty of exercising such care arises from the nature of the business which the safe-deposit company carries on. The obligation to charge such duty is implied from the relation between the parties Mayer v. Brensinger, 180 Ill 110, 54 NE 159.

One can ask the question as to whether Planters Bank and Trust Company of Claiborne Parish, Louisiana exercise "due care" of Mrs. Meaker Glover White safety deposit box? As bailee, therefore, the lessor of a safe-deposit box is bout to exercise such care and diligence in the preservation of the property entrusted to as every prudent man takes of his own goods of like character; ordinary diligence means that degree of care, attention, or exertion which, under the circumstances, a man of ordinary prudence and discretion would use in reference to the particular thing were it his own property, or in doing the particular thing were it his own concern Schaefer v. Washington Safety Deposit Co. 281 Ill 43, 117 NE 781. Thus, a bank which leases safe-deposit boxes in connection with its banking business must exercise that degree of care which an ordinarily prudent and careful man would exercise under like or similar circumstances with reference to his own property Cussen v. Southern California Sav. Bank, 133 Cal 534, 65 P 1099; Morgan v. Citizens Bank, 190 NC 209, 129 SE 585, 42 ALR 1299; Young v. First Nat. Bank, 150 Tenn 451, 265 SW 681, 40 ALR 868; Sporsem v. First Nat. Bank, 133 Wash 199, 233 P. 641, 40 ALR 854.

The duty of a lessor renting safe-deposit boxes is to exercise such care and diligence as a reasonably prudent person or corporation would exercise under like circumstances in safeguarding the contents of the safe-deposit boxes, and take such measures to safeguard the property upon deposit as are customarily sued in the community by ordinarily careful institutions, fairly comparable in size and other conditions with the defendant bank Bohmont v. Moore, 138 Neb 784, 907, 295 NW 419, 297 NW 559, 133 ALR 270.

Did President Ralph Williams, and the officers of Planters Bank and Trust Company, act beyond the scope of their authority in

relationship with the law firm of Attorney David Newell, Newell and Newell, Et. Al in stealing the contents of a safe deposit box? Is that the reason that Attorney David Newell has maintained estate records and failure to release to Mary Lovell, the rightful owner of Meaker Glover White's Estate. Did some of the officers, employees, of Planters Bank and Trust Company, act as a party to a crime and just what were there connections to the law firm as explained in documents filed in the United States Court of Appeals, Fifth Circuit Nos. 94-30744 & 94-30742.

Planters Bank and Trust Company, a safe deposit company is liable for the loss of property deposited with it where it has not exercised the ordinary care required of it in the safeguarding of such property and the prevention of its loss and this failure in its duty is the proximate case of the loss Morgan v. Citizens Bank, 190 NC 209, 129 SE 585, 42 ALR 1299. Planters Bank is liable for the loss of contents from its failure to exercise the care required by law of a bailee of that class and with respect to the property bailed.

A safe-deposit company is liable for the loss of the contents of a safe-deposit box through its negligence. Veihelmann v. Manufacturers Safe Deposit Co. 303 NY 526, 104 NE2d 888, involving the loss of money from a safe-deposit box, the court saying that where there is a conflict in the evidence or where, though there is no such conflict, fair-minded men can draw more than one inference from the undisputed facts, the question of negligence is for the jury Annotation: 40 ALR 882 et seq., 42 ALR 1305, 133 ALR 293. Since Planters Bank never open up their documents on Meaker Glover White Estate to me, there were insurance policies and premiums but those records too are in the relationship of the bank and the law firm. The law states that a bailee may go beyond his duty, take out insurance on bailed goods, and collect the proceeds in the event of loss, holding all above his own interest in trust for the bailor, a burglary policy take out by an institution doing a safe-deposit business, which in terms does not cover property as to which books and accounts are not kept, may furnish no protection against a loss by burglary of the contents of its customers' safe-deposit boxes Young v. First Nat. Bank, 150 Tenn 451, 265 SW 681, 40 ALR 868. Where there is a provision, in a policy insuring a bank against loss by burglary, that the insurance shall not apply to property in connection with which no books and accounts of insured are so kept that the loss may be reasonable determined therefrom by insurer, the policy does not cover property in safe-deposit boxes rented to individuals,

of the contents of which the bank has no record First Nat. Bank v. Maryland Casualty Co. 142 Md 454, 121 A 379, 30 ALR 618.

The law requires that a safe-deposit company which rents safe-deposit boxes shall exercise at least ordinary diligence to prevent unauthorized persons from having access to such boxes, and to investigate the authority of third persons who seek entrance to a box, even though they present the renter's key Mes v. Elenbogen Safe Deposit Co. 220 Ill App 351; Wilson v. Citizens Cent. Bank, 56 Ohio App 478, 9 Ohio Ops 482, 23 Ohio L Abs 204, 11 NE2d 118.

Planters Bank and Trust Company permitted an unauthorized person to take from the Safe Deposit Vault the Last Will and Testament of Mrs. Meaker Glover White, whereas on her copy at home in the home safe box she had written in her own handwriting that the main one was at Planters Bank and Trust Company. There were very important papers and other treasures left including cash monies that were taken prior to Mary Lovell's entrance into said box at the Planters Bank and Trust Company of Claiborne Parish, Louisiana. The bank called to the home prior to Mrs. Meaker Glover White's death and requested to speak to Mrs. Meaker Glover White. It appears from after all of the confusion that they were helping to set the trap to steal contents.

In law, a safe-deposit company stands in such relation to the property as to make it liable if it negligently permits unauthorized persons to remove the contents of the safe-deposit box, National Safe Deposit Co. v Stead, 232 US 58, 58 L ed 504, 34 S Ct 209, affg 250 Ill 584, 95 NE 973. In law, a safe-deposit box company stands in such relation to the property as to make it liable if it negligently permits unauthorized persons to remove the contents of the safe-deposit box, even under color of legal process. Moreover, it is no defense to an action by the owner of property against a safe-deposit company to recover for the loss of the property which was left with it for safekeeping and which it negligently permitted to be taken by a third person, that after it went into the possession of such third person it was seized under legal process against the owner; but if it can be shown that the owner had the benefit of it by application, through regular legal proceedings, upon a judgement against him, such fact will go in mitigation of damages Roberts v. Stuyvesant Safe Deposit Co. 123 NY 57, 25 NE 294.

A safe-deposit company owes to its customer the duty to return or account for the property deposited. It is incumbent on the

company to make the contents of the safe-deposit box available to the depositor so that he may resume possession, upon his demand at any time permitted under the contract, and if the property has disappeared from the box, it is the duty of the company to produce it, or, failing that, to count for its failure to return the property by showing that the return was prevented by some cause which ought, in law, to excuse the company. In the absence of a special contract restricting its liability in this respect to that of ordinary care, it would seem that the absolute liability imposed upon bailees generally in case of misdelivery of the property may be extended to such a company Morgan v. Citizens Bank, 190 NC 209, 129 SE 585.

On death of a deposition, a safe-deposit company is bound to deliver the contents of the box only to the person or persons on whom the law casts the title with the right to possession, and it will be liable, it is declared, fit permits unauthorized persons, whether heirs, legal representative, or joint renters, to take the property of the descendent National Safe Deposit Co. v. Stead, 232 US 58, 58 L ed 504, 34 S Ct 209, affg 250 Ill 584, 95 NE 973. It has been held that the lessor of a safe-deposit box cannot be deemed to have possession of or control over securities in the box so as to be liable for delivering them to the personal representative of a deceased lessee of a box without notifying the state comptroller or retaining a sufficient amount to pay the transfer tax People ex rel. Glynn v. Mercantile Safe Deposit Co. 159 App Div 98, 143 NYS 849.

Planters Bank did not exercise ordinary care to prevent loss of contents from the safe-deposit vault to Mary Lovell. The safe company did not establish nor disclose the fact that it delivered the property from it by valid legal process against the lessee of the box. In fact, Mary Lovell received no cooperation from the safe company regarding this matter. It was always unpleasant to visit the safe company. I did try to transact business from some of the accounts at said company and those transactions turned sour and often led to negative disclosures. As depositor, Mary Lovell is entitled to such proceeds where the identity of the fund can be traced. The company even denied Mary Lovell this right as seen in many of the documents filed in this matter in the United States Court of Appeals, Fifth Circuit Nos. 94-30744 & 94-30742.

Attorney David Newell, Newell and Newell laid down a special ruling in his proceeding illegally authorizing the safe company not to release any information to me and this caused much difficulty in addition to the many problems dealing with the bank due

to the fact that I am a Woman of Color. The bank did not work favorable in any way with Mary Lovell. They were always negative, even after a personal interview with the President of the Bank. Mary Lovell could not carry on any normal transactions at any of the branch banks. They always had to call just to make sure from one of the officer's as if they were guardian over Mary Lovell. It was ugly and the injuries suffered will take a long time for healing whereas some of them can not be healed.

Rules governing parties to actions between safe-deposit companies and their customers are generally the same as those in ordinary bailment cases 8 Am Jur 2d, Bailments §§ 287, 288. Whether or not a person other than the lessee, who has property in a safe-deposit box, is a proper party to an action for loss of such property from the box is a question which may depend upon the form of action and the knowledge and consent of the deposit company. Unless there is some contract, he would it seems, not be a proper party in an action based on breach of some duty under the bailment contract. In an action in assumption for failure to return property deposited in a safe-deposit box, a mere clerk of the deposit company with whom the depositor dealt is neither a necessary nor a proper party. Some discussion of the respective rights of partners and other persons interested in such property, in respect of the safe-deposit company which may be of some weight in determining the question stated in the text may be found in National Safe Deposit Co. v. Stead, 250 Ill 584, 95 NE 973, affd 232 US 58, 58 L ed 504, 34 S Ct 209, Colorado Nat. Bank v. Bedford, 310 US 41, 84 L ed 1067, 60 S Ct 800.

Mary Lovell requested to review the safe-deposit contract at said bank, but as previously stated I was denied all rights of an ordinary customer at Planters Bank. As depositor, I am entitled to recover for the disappearance of property from such a box without alleging and negligence, but, as in other bailment cases , by simply declaring on the contract, the deposit of the property, and failure of the safe-deposit company to restore my possession thereof in accordance with Planters Bank duty under the contract.

Planters Bank and Trust Company of Claiborne Parish, Louisiana has failed to cooperate with me in any way. I have not reviewed bank documents due to failure of the bank violating my rights to disclose estate matters to Mary Lovell.

A prima facie case of liability of a safe deposit company for loss of the contents of a safe-deposit box is made by evidence

showing a contract of bailment of such contents with the company, delivery of the property under the contract, and failure of the company to return it on demand Cussen v. Southern California Sav. Bank, 133 Cal 534, 65 P 1099. In actions based on negligence, presuming that the loss or disappearance was due to the negligence of the deposit company may be held to arise upon such proof by the depositor.

Planters Bank and Trust Company of Claiborne Parish, Louisiana did not show the care in guarding the property and said company did not exercise due care as on its part in Louisiana Code of Civil Procedure CCP Art. 2854, and their connection with Attorney David Newell, Newell and Newell, Inc. as spelled out in Title III Administration of Successions of the Louisiana Code of Civil Procedure 1993 Edition.

The deposit company, in other words, may be required to explain the disappearance of the property; or at least to introduce sufficient evidence of care on its part to rebut the lease's prima facie case Schaefer v. Washington Safety Deposit Co. 281 Ill 43, 117 NE 781. The deposit company was totally aware of the acts involved in the removal of contents from said vault. Their treatment to Mary Lovell during this crisis explains their negligence and knowledge of the removal of contents. They did nothing, absolutely showed no remorse for their deceitful deeds to Mary Lovell. All transactions and connections were with Attorney David Newell who had made himself the Attorney In Fact and had administered wrongfully the estate of Mrs. Meaker Glover White. The safe-deposit company should have burglary insurance and that any valuables deposited in said safety-deposit box would be protected by said burglary insurance.

Planters Bank only sent me two letters regarding said concerns of their negligent acts. All documents were sent to the law firm or to Attorney David Newell, Newell and Newell, Et. Al, not to Mary Lovell. The cancel checks were sent to Attorney David Newell, and I never received documents that were due me from said bank as Mrs. Meaker Glover White's personal representative, nor as succession representative, Attorney In Fact.

General rules as to weight and sufficiency of evidence in bailment cases prevail in actions between safe-deposit companies and their customers. The sufficiency or insufficiency of evidence to justify an inference of negligence, of due care, of misappropriation, or of other facts sought to be established in order to recover from, or

to exonerate from liability a safe-deposit company sued for the loss of contents of a safe-deposit box is determined by the contents according to general rules.

Mary Lovell inquired as to who may have a key to this safe-deposit vault, but I remember that when the third Attorney of Record, 2nd Judicial District Court, In and For Claiborne Parish went with me to the Planters Bank that the officer had a key and that she had problems with the key that she had trying to enter the box, and on that day we were only allowed to remove one certificate of deposit. I did nothing to the contents of the box on that day, but I had to be present to get this deposit for Attorney David Newell's Seizure to pay his balance of six thousand dollars attorney fees. The bank officer had to be present. She had no need to be the one with the key that opened that safety deposit vault. She specifically got out the certificate of deposit to open up the account according to the judge's order according to Attorney David Newell's Seizure. Mary Lovell did not review the contents on that day within the box. It appeared to have had more documentation than on my single visit to the same box at the safe deposit company. The bank officer told this attorney on that day that he could open up the account in his name just as if the Officer were the Attorney In Fact, but Mary Lovell had to be present to execute this. There was no freedom at said bank, but Mary Lovell's signature was needed on that particular certificate of deposit being face value of thirty three thousand dollars. After the account was set up none of the banking materials were ever relinquished to me. I had so many problems trying to conduct day to day banking activities. The negative treatment that I received at Planters Bank and Trust company of Claiborne Parish, Louisiana.

Evidence that an officer in activity charge of the company's affairs had possession of an extra key to the plaintiff's safe-deposit box, and thus had opportunity to take the property for the loss of which recovery is sought, may be a circumstance which with others, will justify the inference that the officer misappropriated the bonds; but the mere fact that employees of the company had opportunity to secure duplicate keys, in the absence of other evidence of negligence on the part of the company, is not available to the depositor in such a case, for the conclusion of negligence could only be reached by indulging in a presumption based on another presumption - either that an employee opened the box and took the property, and further, that he did so by reason of the accessibility of the keys, or that he actually secured such a key, and , further, that having done so, he

used it to abstract the property Shoeman v. Temple Safety Deposit Vaults, 189 Ill App 316. Annotation: 40 ALR 886, 887, s. 42 ALR 1306, 133 ALR 300. Planter Bank never would share with me the list of persons who entered said box one year to the present time of parties who signed the list. Instead, one officer told me that we have a lot of customers and we can not do that four you. To me, no cooperation with the bank makes them more liable for contents of the box.

In Bohmont v. Moore, 138 Neb 784, 907, 295 NW 419, 297 NW 559, 133 ALR 270, 279, the party having the burden of proof must meet it by a preponderance of the evidence. But if a prima facie case of failure to return the property according to the contract is once established by a preponderance of evidence, there is authority to the effect that a safe-deposit company on whom the burden rests of explaining the disappearance in a manner consistent with due care, or by showing its due care, must meet that burden by a preponderance of evidence McDonald v. Wm. D. Perkins & CO, 133 Wash 622, 234 P 456, 40 ALR 859. Where the depositor has alleged negligence, however, the better rule appears to be that the burden of the depositor as plaintiff, and not the duty of the company to go forward with evidence to overcome the depositor's prima facie case, is the one which must be met, on the issue of negligence or due care, by a preponderance of evidence Koczora v. Standard Safe Deposit Co, 221 Ill App 43. City Bank & Trust Co., N.A. v Leightner (Mich App) 240 NW 2d 762. 2 Am Jur Legal Forms, Bailments §§ 2:250 et. seq.

SUMMARY ARGUMENT

Legal argument based on a knowingly false representation of law constitutes dishonesty toward the tribunal. A lawyer is not required to make a disinterested exposition of the law, but must recognize the existence of pertinent legal authorities. Furthermore, Arkansas Court Rules Model Rules of Professional Conduct allege in Rule 3.3 that (a) A lawyer shall not knowingly: (1) make a false statement of material fact or to a tribunal; (2) fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client; (3) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or has offered material evidence and comes to know of its falsity, the lawyer shall take a reasonable remedial measures. (b) The duties stated in paragraph (a) continue to the conclusion of the proceeding, and apply even if compliance requires disclosure information otherwise protected by Rule 1.6. (c) A lawyer may refuse to offer evidence that the lawyer reasonably believes is false. (d) In an ex parte proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer which will enable the tribunal to make an informed decision, whether or not the facts are adverse. Furthermore, as stated in paragraph (a) (3), an advocate has a duty to disclose directly adverse authority in the controlling jurisdiction which has not been disclosed by the opposing party. The underlying concept is that legal argument is a discussion seeking to determine the legal premises properly applicable to the case.

The advocate's task is to present the client's case with persuasive force. Performance of that duty while maintaining confidences of the client is qualified by the advocate's duty of candor to the tribunal.

An advocate is responsible for pleadings and other documents prepared for litigation, but is usually not required to have personal knowledge of matters asserted therein, for litigation documents ordinarily present assertions by the client, or by someone on the clients' behalf, and not assertions by the lawyer. Compare rule 3.1 However, an assertion purporting to be on the lawyers own knowledge, as in an affidavit by the lawyer or in a statement in open court may properly be made only when the lawyer knows the

assertion is true or believes it to be true on the basis of a reasonably diligent inquiry. There are circumstances where failure to make a disclosure is the equivalent of an affirmative misrepresentation. The obligation prescribed in Rule 1.2 (d) not to counsel a client to commit or assist the client in committing a fraud applies in litigation.

When evidence that a lawyer knows to be false is provided by person who is not the client, the lawyer must refuse to offer regardless of the client's wishes.

When false evidence is offered by the client, however, a conflict may arise between the lawyer's duty to keep the client's revelations confidential and the duty of candor to the court. Upon ascertaining that material evidence is false, the lawyer should seek to persuade the client that the evidence should not be offered or, if it has been offered, that its false character should immediately be disclosed. If the persuasion is ineffective, the lawyer must take reasonable remedial measures.

In the Second Judicial District In and For Claiborne Parish, Louisiana, Attorney David Newell, Newell and Newell, Et. Al on motion to withdraw as attorney of record (but his withdraw did not remedy my situation) from the succession, acted non on behalf of the client, Mary Lovell, but on his own accord, further complicating the wrongdoings that he had already done, but attempted to further his misrepresentation by dividing the estate as he wanted to, doing exactly what he wanted to do, how he wanted to do it, and for whom he wanted to do it. The only catch is that he could not pay himself, nor could he legally close out the succession as he proposed to do. In actuality when all proceedings were done, the advocate had done nothing but created a conflict of interest and difficulty in the estate.

The likely remedial measure that he could have taken to remedy the situation at the time was to release to Mary Lovell contents of his file. Reluctantly, Attorney David Newell, Newell, and Newell, Et. Al refused to deliver Mary Lovell records, and continued misconduct. The general rule - that an advocate must disclose the existence of perjury with respect to material fact, even that of a client - applies to defense counsel in criminal cases, as well as in other instances.

ARGUMENT

There were errors concerning the execution if the Last Will and Testament of Mrs. Meaker Glover White. Attorney David Newell,

Newell and Newell, Inc., PLANTERS BANK AND TRUST COMPANY OF CLAIBORNE PARISH, LOUISIANA had conflicting interests in their simultaneous representations of the testatrix and a beneficiary, Mary Lovell, whereas the presumption of undue influence resulted in a loss or an injury to my inheritance Haynes v. First National State Bank of New Jersey, 87 N J. 163, 432 A. 2d. 890 (1981) (will contest). Meaker Glover White Estate. Meaker Glover White Estate is one estate with several acknowledged estates and other heirs.

The impropriety of Attorney David Newell, Newell and Newell, Et. Al, and Planters Bank and Trust Company of Claiborne Parish, Louisiana is acute and the risk of malpractice is high where the Attorney in Fact is a member of the family and an interested person Dunham v. Dunham, 204 Conn. 303, 528 A. 2d 1123 (1987).

The most litigated issue in this case is not the validity or interpretation of the Last Will and Testament of Mrs. Meaker Glover White, but whether a duty was owed to the PETITIONER, Mary Ann Lovell, by RESPONDENT, Attorney David Newell, Newell, and Newell, Et. Al retained by Mary Ann Lovell to probate the will by the decedent; and President Ralph Williams, Planters Bank and Trust Company of Claiborne Parish, Louisiana where "The main one is in the Safety Box at the Bank Planters Bank" was in the safe deposit box with other estate papers and treasures. Nevertheless, the litigated issue is private of estate.

Privity of Estate denotes mutual or successive relation to the same right in property. "A privy in estate is one who derives from another title to property, by contract (grant, will. or other voluntary transfer of possessions), or law (descent, judgment, etc.)"

To Steal

Attorney David Newell, Newell and Newell, Et. Al, and Ralph Williams, President, Planters Bank and Trust Company of Claiborne Parish, Louisiana, intent was that the attorney who prepared the will erred by processing a petition using the wrong subject in the Second Judicial District In and For Claiborne Parish, Louisiana whereby some heirs of other acknowledged estates names were placed on Attorney David Newell's original petition, and other left off, creating among other acknowledged heirs disappointment and conflict. Their injuries are quite different from that of Mary Lovell. Mary Lovell has remedied the error of other acknowledged heirs and their injuries through probating the Last Will and Testament of Mrs.

Meaker Glover White in the proper jurisdiction. Mary Ann Lovell, Attorney In Fact, beneficiary, injury is loss of an inheritance, an event which does not manifest until after Mrs. Meaker Glover White's death. Even though her spouse, Mr. Edmond White, Jr., through the proceedings were interdicted this too was an error on behalf of Attorney David Newell, Newell and Newell, Et. A., and Planters Ban and Trust Company of Claiborne Parish Louisiana. Attorney David Newell used this process as a means to divide the estate so that he could justify his theft through appointing a curator which did not exist United States Court of Appeals, Fifth Circuit, CLOSED RECORDS 94-30744 and 93-30742 Record Excerpts Transcripts of Second Judicial District Court Proceedings (Appendix 8a - 16a).

The generally accepted rule is that an attorney can be liable for negligence to the intended beneficiary or heirs. An attorney can be liable only if a duty to the plaintiff was breached. Thus, an attorney cannot be negligent for failing to do what there was no duty to undertake Zych v. Jones, 84 Ill. App. 3d 647, 40 Ill. Dec. 369, 406 N. E. 2d 70 (1980). A duty is essential to any cause of action and any theory. Almost invariably, any theory of legal malpractice must rest upon an attorney-client relationship Fox v. Pollack, 181 Cal. App. 3d 954, 226 Cal. Rptr. 532 (1986). Three analytical questions are involved: (1) Is there a duty? (2) What is the scope of the duty? and (3) When does it terminate?

Whether duty exists raises an initial question of law Fox v. Pollack, 181 Cal App. 3d 954, 226 Cal. Rptr. 532 (1986) (author was counsel). A predicate of a duty is that the risk of injury be reasonable foreseeable McLaughlin v. Sullivan, 123 N. H. 335, 461 A. 2d 123 (1983). Other considerations include the relation of the person making the claim, the severity of the risk that the person may be injured, and policy concerns pertaining to the attorney's obligations to the client. The attorney's basic obligations is to maintain the client's confidences and to act with loyalty so as to prevent injury to the client.

Just what was the attorney's duty to Mary Lovell? Negligence is the most common form of a legal malpractice action. The cause of action for legal practice involves the same basic elements as any ordinary negligence action: duty, negligent breach of duty, proximate cause and damage. Yet, one court, emphasizing the contractual nature of the attorney-client relationship, stated that a legal malpractice action is not an action in tort Chicago Title Ins. Co.

v. Holt, 36 N. C. App. 284, 244 S. E. 2d 177 (1978). That, however, is not the rule.

The phraseology and relation of the elements of the cause of action vary. For example, negligence may be stated simply as "negligence," as a "breach of duty," as "neglect of a reasonable duty," or as a failure to conform to the standard of care Ventura County Humane Soc'y for P. C. C. & A., Inc. v. Holloway, 40 Cal. App. 3d 897, 115 Cal. Rptr. 464 (1974).

The specific type of negligent conduct is a "negative opinion" a probate docket filed United States Court of Appeals, Fifth Circuit, Closed Records 94-30744 and 94-30742 Record Excerpts Transcripts of Second Judicial District Court Proceedings (Appendix 8a - 16a). The statement of a cause of action may be particularized in term of causation, such as whether the client would have recovered a collectible judgment or succeed in a defense. Sometimes lawyers do err in representing clients.

When a legal malpractice claim is made, the attorney is often at fault, not for negligence in handling a case, but in the handling of the attorney-client relationship. The exercise of judgment is standard fare for attorneys in representing clients.

The attorney engaged in litigation must not only be conversant with the substantive law which pertains to the subject matter of a lawsuit, but he must also know the procedural rules and statutes which govern the initiation and litigation of actions. These laws include substantive laws in issue, rules of pleading, evidentiary propositions and rules of court Connelly v. Wolf, Block, Schorr and Solis-Cohen, 463 F. Supp. 914 (E. D. Pa. 1978); 463 F. Supp. 914 (E. D. Pa. 1978); Hillegass v. Bender, 78 Ind. 225 (1881).

Generally, an attorney is not liable for an error in judgment concerning a proposition of law which is debatable, uncertain or unsettled. A litigation attorney, however, is principally an advocate. Because an advocate must consider a multitude of factual circumstances and because of the uncertainty of what will persuade at a particular moment, the advocate's judgment decisions are appropriately described as "tactical." Only recently, however, have the courts analytically addressed the issue of whether a lawyer, as an advocate, should be liable for an erroneous tactical decision. The ability of a client to use an error in tactical judgment as a basis for legal malpractice is also often hampered by problems in proving proximate cause. The rule of immunity for tactical decisions has continued to gain judicial recognition. Judgmental immunity is not the only

obstacle to an attorney's liability for an error Mitchell v. Transamerica Ins. Co. 551 S. W. 2d 586 (Ky. App 1877) (the case had been settled, not tried).

An attorney's responsibility to advocate his client's interests must not be unduly fettered. The ability to competently represent a client requires not only that the attorney be unrestrained by the threat of negligence liability but also that an error of judgment which harms his client's adversary not subject him to exposure for damages. The basic fiduciary obligations of undivided loyalty and independent judgment should not be compromised by the threat of a liability to a third person for negligence. The same rationale applies to charges of gross negligence and willful and wanton neglect Ackerman v. Lagano, 172 N. J. Super. 468, 412 A. 2d 1054 (1979). Conflicts arise usually only if there is a dispute about whether the employee's conduct was within the scope of employment Valley Title Co. v. Superior Court, 124 Cal. App. 3d 867, 177 Cal. Rptr. 643 (1981) (alleged fraud of employee of title company). A similar problem exists where liability was based on willful or wanton conduct Pinshaw v. Metropolitan District Commission, 402 Mass 687, 524. N. E. 2d 1351 (1988). The same concerns apply to situations involving agent and principal, or vicarious liability of partners.

A conflict may arise, however, where an attorney representing a party claiming property undertakes to represent a theoretically neutral party, such as a receiver holding the disputed property, even though the representation was undertaken without compensation McConaghy v. McConaghy, 223 Cal. App. 2d 467, 36 Cal. Rptr. 129 (1963).

Regardless of how colored or phrased, the essential elements of a cause of action for professional negligence are: (1) The employment of the attorney or other basis for imposing a duty; (2) the failure of the attorney to exercise ordinary skill and knowledge; and (3) that such negligence was the proximate cause of damage to the plaintiff.

CONCLUSION

It is professional misconduct for a lawyer to: (a) violate or attempt to violate the rules of professional conduct, knowingly assist or induce another to do so, or do so through the acts of another; (b) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects; (c)

engage in conduct that is prejudicial to the administration of justice; (e) state or imply an ability to influence improperly a government agency or official; or (f) knowingly assist a judge or judicial officer in conduct that is a violation of applicable rules of judicial conduct or other law.

Attorney David Newell, Newell and Newell, Et. Al beyond a reasonable doubt carried on offenses involving dishonesty, breach of trust, and interfered with the justice of Mary Lovell, Mrs. Meaker Glover White's personal representative, beneficiary, Attorney In Fact, and succession representative of her estate via the Last Will and Testament of Mrs. Meaker Glover White.

The very purpose of maintaining a safe deposit vault is to furnish a safe place for the deposit of valuables.

In general, the nature of the relation between a safe-deposit company and its customer would indicate that it is one which is terminable at the will of the depositor, in so far as the contents of the safe-deposit box are concerned. Such a bailment is held to be terminated by the death of the depositor. As in other bailments, upon its termination, the owner or owners of the property deposited have a right to resume possession, and the deposit company is under an obligation to make due return thereof in accordance with the contract and the law.

The PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT, MARY ANN LOVELL, ATTORNEY IN FACT, 303 FRIENDSH ROAD, HAYNESVILLE, LOUISIANA, 71038-4321, Tel. 318-624-3920, is prima facie cases of color with culpable parties that violated the law in the STATE OF LOUISIANA, STATE OF ARKANSAS, AND OTHER STATES WITHIN THE UNITED STATES OF AMERICA.

The exhibit or model of a safe deposit vault is self explanatory of the very purpose of maintaining a safe deposit vault whereas the decedent believed that she had left property in a safe pace for the deposit of valuables. The fourteenth amendment to the United States Constitution guarantees the depositior, Mary Ann Lovell, rights to obtain this property whereas the non proper parties stole and refused to disclose the contents of valuables. Instruction in actions involving loss of the contents of safe-deposit boxes are governed by the same principles which are applied in other cases. The safe deposit company is liable for it failed to use ordinary care 10 Am Jur 2d., §469-492.

Petitioner, Mary Ann Lovell, prays that due proceedings be

had, and that, in due course, there be judgment in favor of Mary Lovell, and against the respondents of nine million dollars in monetary reward. Respondents shall be found to be indebted unto Mary Lovell for reasonable attorney's fees and costs; and for such further and other legal and equitable relief as the court shall deem necessary and proper.

I pray that my case would continue to serve as a basis for the not so fortunate American, regardless of the physical or mental health, race, or national origin not to become a victim and fall into a legal web of entrapment through the judicial system. Further, I pray that through the journey of a client-attorney relationship that the client would also exercise within his own world caveat rules protecting his property gift of inheritance. I pray that the parties in these proceedings would not maliciously, and deliberately "steal a gift" from a client.

Lastly, I pray for an award for the many injuries suffered throughout this ordeal.

"A Little Learning Is A Dangerous Thing." A quote used in A Formal Pleading to THE HONORABLE LOUIS CHARLES MINIFIELD, THIRD ATTORNEY OF RECORD OF PROBATE DOCKET 7734, SECOND JUDICIAL DISTRICT IN AND FOR CLAIBORNE PARISH, LOUISIANA.

Appendix

United States Court of Appeals
FIFTH CIRCUIT

April 19, 1995

TO: TO COUNSEL FOR APPELLEE

No. 94-30742 - LOVELL v. PLANTERS BANK

USDC# CA-94-3665-N

Regarding the case above, the following has been filed:

1) Pro se appellant's motion to reinstate appeal.
2) Pro se appellant's motion to attach letter and attachment of 3/22/95 to the motion to supplement record previously filed 3/16/95.
3) Pro se appellant's motion to supplement record on appeal by inclusion oftranscript of proceedings 2nd JDC, pursuant to FRAP 10.
4) Pro se appellant's Rule 10 FRAP motion to supplement record by inclusion of affidavit of ownership with attachment.

This matter will be **presented** for ruling **without oral argument.** Any response must be filed by opposing counsel on or before **April 26, 1995.** Counsel will be notified by mail after the Court has ruled.

United States Court of Appeals
FIFTH CIRCUIT

April 19, 1995

TO: TO COUNSEL FOR APPELLEE

No. 94-30744 - LOVELL v. NEWELL

USDC# CA-94-3663-G-3

Regarding the case above, the following has been filed:

1) Pro se appellant's motion to reinstate appeals 94-30742 & 94-30744.
2) Pro se appellant's motion to reinstate appeal.
3) Pro se appellant's motion to supplement record on appeal by inclusion of transcript of proceedings 2nd JDC, pursuant to FRAP 10.

This matter will be **presented** for ruling **without oral argument.** Any response must be filed by opposing counsel on or before **April 26, 1995**. Counsel will be notified by mail after the Court has ruled.

United States Court of Appeals
FIFTH CIRCUIT

April 26, 1995

TO: COUNSEL FOR APPELLEES

No. 94-30742 - Lovell v. Planters Bank & Trust
94-30744 - Lovell v. Newell, et al.

(D.C. No. CA-94-3665-N; CA-94-3663-G-3)

Regarding the case above, the following has been filed:

PRO SE APPELLANT'S MOTION TO SUPPLEMENT THE RECORD BY INCLUSION OF NOTICES FROM THE DEPT. OF TREASURY AND IRS.

This matter will be **presented** for ruling **without oral argument.** Any response must be filed by opposing counsel on or **before MAY 3,1995.** Counsel will be notified by mail after the Court has ruled.

United States Court of Appeals
FIFTH CIRCUIT

No. 94-30744

Filed
May 3, 1995

MARY ANN LOVELL,

Plaintiff -Appellant,

versus

DAVID NEWELL and NEWELL & NEWELL, INC.

Defendants -Appellees.

Appeal from the United States District Court for the
Eastern District of Louisiana

ORDER:

IT IS ORDERED that pro se appellant's motion to reinstate appeal is denied, for lack of subject-matter jurisdiction.

IT IS FURTHER ORDERED that pro se appellant' s motionsto supplement record on appeal is denied as moot.

EMILIO M. GARCIA
UNITED STATES CIRCUIT JUDGE

United States Court of Appeals
FIFTH CIRCUIT

No. 94-30742

Filed
May 3, 1995

MARY ANN LOVELL,

Plaintif f -Appellant,

versus

PLANTERS BANK AND TRUST COMPANY
OF CLAIRBORNE PARISH

Defendants -Appellees

Appeal from the United States District Court for the
Eastern District of Louisiana

ORDER:

IT IS ORDERED that pro se appellant's motion to reinstate appeal is denied, for lack of subject-matter jurisdiction

IT IS FURTHER ORDERED that pro se appellant' s motions to supplement record on appeal is denied as moot.

EMILIO M. GARCIA
UNITED STATES CIRCUIT JUDGE

LAST WILL AND TESTAMENT
OF
MEAKER WHITE

Haynesville, Louisiana
September 2, 1981

I, MEAKER WHITE, being of sound mind and being desirous of settling my worldly affairs while I have the health and strength to do so, make this my last will and testament hereby revoking all others heretofore made by me:

1. I desire that all my just debts be paid.

2. I will and bequeath to Kenneth Hubbard all of my undivided interest in the Jack Glover estate, more particularly described as the W1/2 of the NW1/4 (LESS 5 acres on the North side), Section 13 and the E1/2 of the NE1/4 and the SW1/4 of the NE1/4 of Section 14, Township 23N, Range 7W, containing 195 acres more or less.

3. The rest and remainder of my estate I desire to be divided among my heirs, according to the laws of decent and distribu tion.

IN TESTIMONY WHEREOF, I have hereunto signed my name to this will and declared it to be my last will and testament, all in the presence of the undersigned Notary and witnesses, here present and or. the day and the date above shown.

_____
MEAKER WHITE

The testator has signed this will and has declared in our presence that it is her last will and testament, and in the presence of the testator and each other we have hereunto subscribed our names this the 2nd day of September, 1981.

WITNESSES:

_____ _____
MEAKER WHITE

_____

_____
NOTARY PUBLIC
CLAIBORNE FARISH, LOUISIANA

JAMES S.PETERS,II,Ph.D.
Licenscd Clinical Psychologist
P.O.Box 431,3 Agromony Road
Storrs, Connecticut 06268
(203) 487-4823

June 6, 1995

This is a true affidavit of James S. Peters, II, Ph.D., of P. O. 80X 431, 3 Agronomy Road, Storrs, Connecticut 06268.

On Friday, October 29, 1993 I visited the home of Mrs. Lady Meaker Glover White and her husband Edmond White at 303 Friendship Road, Haynesville, Louisiana.

The Whites had built a house on property that had previously belonged to the Peters family which they purchased from the estate of my late aunt Rachel Peters Barker after she deceased.

In conversation that day with Mrs. White, who was a retired school teacher, she told me that all of the family's estate, including the house that they lived in would be left to her niece Mary Lovell of Milwaukee, Wisconsin when Mrs. White desceased. 1 met Mary in Haynesville a couple of years earlier at the White's home where we were both visiting and learned that we were distant cousins.

_____

James S. Peters, II, Ph.D.

7th June 1995

SHARON TYLER
NOTARY PUBLIC
MY COMMISSIOM EXPIRES
JANUARY 31, 1998

11/16/94

SUBJECT	CIVIL RIGHTS
CROSS APPEAL NP.	
CASE NUMBER	94-30744
CIRCUITS APPEAL	
FROM	Eastern
DISTRICT OF	Louisiana
AT	NEW ORLEANS
DATE DOCKETED	12/29/94
$100 FEE PAID	In D.C.
JUDGE	MOREY L. SEAR
DATE NOTICED OF APPEAL FILED	12/22/94
D.C. DOCKET NUMBER	CA-94-3663-G-3
REPORTER	None

MARY ANN LOVELL,

Plaintiff-Appellant,

versus

DAVID NEWELL and NEWELL & NEWELL, INC.,

Defendants-Appellees.

CLOSED

ATTORNEYS FOR APPELLANT

Mary Ann Lovell, pro se, 303 Friendship Road, Haynesville, LA 71038-4321 (3l8-624-392n)

ATTORNEYS FOR APPELLEE

David Newell. NEWELL .&NEWELL INC. 600 East Main, P. O. Box 179, Homer, La. 71040-0026

TITLE:	LOVELL V. NEWELL, ET AL.	
NO.	94-30744	
Transcript due		
Disc. Date		
	Partial Record or Cert List	
Jan 18, 1995	Record on Appeal P- Pleadings	reg 12/30
	Briefing Notice Issd.	1/23
	Anders Brief	3/4

2. MISCELLANEOUS FILINGS

12/29/94	Dup Notice of Appeal and Clerk's

NO. 94-30744

9. OTHER DOCKET ENTRIES

1/5/95	FLG. pro se appelant's objection and an amendment based on direct cause w/ attachments, 1) Exhibits and 2 (SUBMIT WHEN SCREENED)
1/11/95	Flg. ltr. dtd. 1/9/95 from apelle responding to above and advising that they are not aware of any ruling, appealable or otherwise, having been made by dist. ct. (SUBMIT WHEN SCREENED)
3/14/95	Flg. & Entg. order dismissing apeal for want of prosecution, pursuant to Rule 42. (FAILURE OF APPELANT TO FILE BRIEF.)
4/12/95	Flg. pro se appellant's motion to reinstate apeals 94-30744 & 94-30742.
4/12/95	Flg. pro se appellant's motion to reinstate appeal No. 94-3074.
4/12/95	Flg. pro se appellant's motion to supp. record by inclusion of trans. of proceedings of 2nd JDC pursuant to FRAP 10.
5/25/95	Flg. pro se appellant's motion to supplement the record by inclusion of notices from the Dept. of Treasury and IRS.
MAR 14 1995	Dismissal Issd. to Clerk Record on Appeal Retd. to Clerk (1 vol) Exhibits Retd. to Clerk

11/16/94

SUBJECT	CIVIL RIGHTS
CROSS APPEAL NP>	X94-30743 (MAL)
CASE NUMBER	94-30742
CIRCUITS APPEAL	S
FROM	Eastern
DISTRICT OF	Louisiana
AT	New Orleans
DATE DOCKETED	12/27/94
$100 FEE PAID	1/26/95
JUDGE	Edith B. Clement
DATE NOTICED OF APPEAL FILED	12/20/94
D.C. DOCKET NUMBER	CA-94-3665-N
REPORTER	None

MARY ANN LOVELL,

Plaintiff-Appellant,

versus

PLANTERS BANK AND TRUST COMPANY OF CLAIRBORNE PARISH,

Defendants-Appellees.

ATTORNEYS FOR APPELLANT

Mary Ann Lovell, pro se, 303 Friendship Road, Haynesville, LA 71038-4321 (318-624-3920)

ATTORNEYS FOR APPELLEE

1-19-95 x Michael Hugh Wainwright, P.O. Box 364 Shreveport, LA 71162-0364 (318-424-9060)
(2703 Fairfield Ave., 71104)

CLOSED

94-30744

4/27/95	Flg. pro se appellant's motion to supplement the record on appeal by enclosing letter dated 4/26/95 addressed to Daniel W Newell
428/95	Flg. pro se appellant's motion to supplement the record with a copy of first class mail receipt as proof of service to letter dated 4/26/ 95.
4/28/95	Flg. pro se appellant's motion to supplement the record with copy of letter dated 4/25/95.
4/28/95	Flg. ltr. dtd. 4/25/95 from NEWELL & NEWELL in response to Lovell's letter dtd. 4/20/95.
5/3/95	Flg. order DENYING FOR LACK OF SUBJECT-MATTER JURISDICTION pro se appellant's motion to reinstate appeal. Further DENYING AS MOOT pro se appellant's motions to supplement record on appeal. (EMG)

TITLE: LOVELL v. PLANTERS BANK & TRUST CO.
NO.94-30742

	Partial Record or Cert. List	
Feb 9, 1995	Record on Appeal - Pleadings	
	Briefing Notice Issd	2-10-95
	Anders Brief	
Brief for Appelant	3-22	

2. Miscellanesous Filings

12/27/94	Dup. Notice of Appeal and Clerk's
12/27/94	Statement of Docket Entries (MAL)

NO. 94-30742

8. MOTIONS

3-16-95 Supplement Record * SEE SEC. 9 ATTACHED 5/3/95

9 OTHER DOCKET ENTRIES

3/28/95 Flg. & Entg. order dismissing appeal tor want of prosecutlon, pursuant to Rule 42. (FAILURE TO FILE BRIEF).

4/12/95 Flg. pro se appellant's motion to reinstate appeal.

4/12/95 Flg. pro se appellant's motion to attach ltr. and attachment of 3/22/95 to the Motion to supplement record previously filed 3/16/95.

4/12/95 Flg. pro se appellant's motion to supp. record on appeal by inclusion of transcript of proceedings 2nd JDC, pursuant to FRAP IU.

4/12/95 Flg. pro se appellant's Rule 10 FRAP motion to supp. record by inclusion of affidavit of ownership with attachment

4/25/95 Flg. pro se appellantts motion to supplement the record by inclusion of notices from the Dept. of Treasurv and IRS.

4/26/95 Flg. appellees' opposition to pro se appellant's motions to reinstate appeal, to supplement record on appeal by inclusion of certain letter to attachments, transcripts, and an affidavit.

3/28/95 Dismissal Issd. to Clerk

3/28/95 Record on Appeal Retd. to Clerk (1 vol.)

94-30742

4-30742 Flg. order DENYING FOR LACK OF SUBJECT MATTER JURISDICTION pro se appellant's motion to reinstate appeal. Further DENYING AS MOOT pro se appellant's motions to supplement record on appeal. (EMG)

This work is dedicated to my two friends THE HONORABLE LOUIS CHARLES MINIFIELD Bar Roll 1968 Louisiana Code of Civil Procedure, 1993.

CHILDREN

THE LOVELL-LEPAK FAMILY

Delia Mariel Lovell

Dezzy Aquil Lovell

BROTHERS - Mr. Charles T. M. Biddle, Milwaukee, Wisconsin

HEIRS AND RELATIVES

OTHER ACKNOWLEDGED ESTATES LISTED

MEAKER GLOVER WHITE ESTATE

MY PETS

CURLY AND BOZO